

SALE DEED

Sale Deed for sale and transfer of an immovable property bearing Flat No._____, Block No.____, _____ Floor, admeasuring _____Sq.Mtrs. (Carpet area), _____ Sq.Mtrs. (Balcony), _____ Sq.Mtrs. (Wash area) in a scheme named and style as Arise Florus with _____ Sq.Mtrs. undivided share in land constructed on the land bearing Old Block No.187/3, New Block No.200 admeasuring 12039 Sq.Mtrs., Final Plot No.76 admeasuring 7223 Sq.mtrs., T.P.S No.57 (Jagatpur), Mouje Jagatpur, Taluka Ghatlodiya, District Ahmedabad for a consideration of Rs._____-/-

Party of the

First Part

-----:-

Vendor

M/s. Arise Infra a partnership firm
through its Vahivatkarta Partner
Kantibhai Ranchhodbhai Patel
Adult, Occupation : Business,
Hindu by religion,
PAN No. ABGFA 1068 D
Aadhar Card No

Hereinafter referred to as the party
of the first part and/or the vendor
which term shall mean and include
the party of the first part, its present
and future partners, their successors,
assigns etc.

Party of the
Second Part

-----:-

Purchaser

Name, address, PAN No. and
Aadhar card no. of the member

Hereinafter referred to as the party
of the second part and/or the
purchaser which term shall mean and
include the party of the second part,
his/her/their successors, assigns etc.

The party of the first part do hereby execute this sale deed as under :

1. The land of Survey No.187 was held by Somaji Dhanaji, Somaji Visaji and Aataji Hemtaji as ganotiya and Mutation Entry No.410 dtd.15-7-65 was made in revenue record to that effect and on making payment of purchase price and on obtaining certificate in Form No.9 Aataji Hemtaji became owner and occupier of the land of Survey No.187 paiki Acre 2-39 Guntha and Mutation Entry No.537 dtd.25-1-70 was made in revenue record.
2. Said land of Survey No.187 paiki admeasuring Acre 2-39 Guntha was given Survey No.187/3 and it has been given Block No.200. Said land was converted into old tenure land for agriculture purpose and Mutation Entry No.688 dtd.12-10-75 was made in revenue record.
3. Said Aataji Hemtaji sold and transferred the said land to Jivanbhai Ishwarbhai Patel under sale deed dtd.23-10-75 and Mutation Entry No.694 dtd.24-10-75 was made in revenue record.

4. Said land of Survey No.187/3, Block No.200 is covered in Jagatpur T.P. Scheme No.57, in which said land is given Final Plot No.76 admeasuring 7223 Sq.Mtrs. Said land was converted into old tenure land for non-agriculture purpose and Mutation Entry No.2734 dtd.3-5-17 was made in revenue record.

5. The Collector, Ahmedabad granted N.A. permission to the said land on dtd.29-6-17 as per Order No.ACB/TNC-4/NA/Tatkal/K-65/SR No.168/2016.

6. Jivabhai Ishwarbhai Patel sold and transferred the said land of Survey No.187/3, Block No.200, T.P.S. No.57, F.P. No.76 admeasuring 7223 Sq.Mtrs. to M/s. Arise Infra, the vendor herein as per sale deed dtd.31-7-17, Reg. No.11214. Name of the vendor herein is duly entered in revenue record as the owner and occupier of the said piece of land by Mutation Entry No.2761 dtd.3-8-17.

7. Ahmedabad Municipal Corporation sanctioned plan for construction of 102 flats in all five different block and 17 commercial shops and as per Case No.BHNTS/NWZ/270917/GDR/A9169/R0/M1, Case No.BHNTS/NWZ/270917/GDR/A9170/R0/M1, Case No.BHNTS/NWZ/270917/GDR/A9171/R0/M1, Case No.BHNTS/NWZ/270917/GDR/A9172/R0/M1 and Case No.BHNTS/NWZ/270917/GDR/A9173/R0/M1 all on dtd.8-12-17 and issued the construction permission.

8. The vendor has declared the scheme of residential flats and shops on the said piece of land in the name and style of 'Arise Florus'. Hereinafter referred to as the said scheme.

9. An immovable property bearing Flat No._____, Block No.____, _____ Floor, admeasuring _____Sq.Mtrs. (Carpet area), _____ Sq.Mtrs. (Balcony), _____ Sq.Mtrs. (Wash area) in a scheme named and style as Arise Florus with _____ Sq.Mtrs. undivided share in land constructed on the land bearing Old Block No.187/3, New Block No.200 admeasuring 12039 Sq.Mtrs., Final Plot No.76 admeasuring 7223 Sq.mtrs., T.P.S No.57 (Jagatpur), Mouje Jagatpur, Taluka Ghatlodiya, District Ahmedabad shall be hereinafter referred to as the said property and/or the flat.

10. The party of the second part has become member in the said scheme of Arise Florus and got the booking of the flat as mentioned above and as the amount of consideration as mentioned in this sale deed is paid by the purchaser to the vendor and therefore this sale deed is executed for sale and transfer of the said built-up property.

11. The purchaser has paid an amount of Rs._____-/- Rupees _____ only by different cheques/D.D./RTGS to the vendor and the vendor doth hereby acknowledge the receipt of the said amount. Details of cheques/D.D./RTGS are mentioned in the column of payment of amount of consideration in this sale deed.

12. The purchaser shall have to pay GST, maintenance deposit, maintenance charges, common area maintenance charges. The purchaser shall pay maintenance deposit as per the norms of the scheme.

13. The vendor has handed over the vacant and peaceful possession of the said flat to the purchaser as on today and purchaser has taken over the possession of the said flat at site.

14. The purchaser shall use the said flat for bonafide residential use only. The purchaser shall not use the same for commercial and/or office purpose.

15. The purchaser can give the said flat on rent to the family only and that too for residential purpose only. The purchaser shall not be entitled to give the said flat to any person/s on paying guest basis and/or for commercial use.

16. In case of giving flat on rent to the family as mentioned above, the purchaser shall inform to the police and comply with other formalities required to be done under the law of land.

17. The vendor has sold the said flat to the purchaser as per this sale deed and therefore purchaser has become full and absolute owner thereof.

18. The purchaser shall have right to sell, mortgage, gift and/or otherwise alienate the said flat to any person in any manner. It is clarified that before effecting such transfer, the purchaser shall obtain prior permission of the vendor and maintenance body of the scheme and shall pay the transfer fee as applicable from time to time. Any sale or transfer without prior permission as mentioned above shall be invalid.

19. The vendor has sold the said flat to the purchaser and therefore the vendor shall not have any rights, titles, interest in the said flat in any manner.

20. The name of the building has been kept as 'Arise Florus', the purchaser and the other members of the scheme shall not be entitled to change the name of the said building.

21. The purchaser and the other members of the scheme shall not be entitled to make any addition, alteration in any portion of the building including the inner side of the flat and shall not change the elevation of the building in any manner.

22. The right of top floor terraces of all the buildings shall be of the vendor, the purchaser and other members of the scheme are not given any rights in such terraces. The vendor can use, enjoy and transfer the said terraces as per their wishes and desire.

23. The purchaser shall pay the maintenance deposit and shall continue to pay maintenance charges as may be decided from time to time. In case of non payment of maintenance charges, the water supply and other common amenities can be withdrawn by the vendor, developer, building maintenance society or body and other legal recourses can be taken by all or any of them.

24. The purchaser shall have to compulsory become member of the maintenance society and/or body corporate formed for the maintenance of the building and the purchaser shall be abide by the rules and regulations thereof.

25. The taxes such as property tax, education cess, land revenue and other levies and cesses till the execution of this sale deed are paid by the vendor and all such taxes from hereinafter shall have to be paid by the purchaser.

26. Name of purchaser can only be entered in revenue record after obtaining B.U. permission of all flats. The purchaser shall not be entitled to get his/her/their name entered in revenue record prior to such B.U. permission.

27. The expenses for this sale deed such as stamp duty, registration fees, advocate fees and other misc. charges are borne and paid by the purchaser. Any additional stamp duty payable in future shall have to be paid by the purchaser only.

28. The purchaser shall park his/her/their vehicle in the common parking area jointly with other members of the scheme. Allotted parking can be used by the member to whom it is allotted. The purchaser shall not be entitled to park the vehicle in such allotted parking space of other members.

29. Right to keep indoor and outside advertisement board shall be of the vendor only with right to receive the income thereof.

30. The purchaser shall not make any change in the flat number sold to the purchaser as per this sale deed.

31. The construction of the flat has been carried out as per the specification of the scheme. The purchaser shall have not any right hereinafter to make any addition, alteration in the flat and/or the specification of the said flat in any manner.

32. The purchaser hereby agree and confirm that the purchaser got varified the specification, area, quality of construction, plans, location, legal papers and amenities available in the flat and purchaser is fully satisfied with the same and after due satisfaction thereof, the purchaser have got this sale deed executed.

33. The purchaser shall park the vehicle in the parking space only and shall not park the vehicle in open space, marginal land and below the block of the flat.

34. The common amenities to be used by the purchaser jointly with other members with harmony and co-operation of each other.

35. The purchaser shall not make any construction in the common space and shall not encroach therein and shall not cause any obstructions to any person in using the common space.

36. The purchaser shall not cause nuisance and/or annoyance to any person in any manner and shall not keep any article in the open space.

37. The purchaser shall not do any act which may affect the stability of building, walls, slabs etc. The purchaser shall not do the excavation work in the earth level / ground level and shall not cause any damage to the drainage line, electricity line, water supply line in any manner and if the purchaser does so, the liability thereof should be of the purchaser.

38. In case of leakage in the toilet, bathroom, kitchen or any other portion of flat, the purchaser shall repair the same immediately at the cost of purchaser.

39. The purchaser agree and confirm that doors and windows are affected in rainy season and therefore shall not raise any complain for the same.

40. The purchaser shall not keep any inflammable item in the flat sold hereunder.

41. The purchaser agree and confirm that due to the Vis-major, Act of God i.e. earthquake, flood, heavy rain, fire or any other nature calamities, any damage that may be caused to the buiding or to the flat, the vendor shall not be responsible for the same.

42. The expenses for entering the name of the purchaser in the record of AMC, Torrent Power, GEB, Revenue record etc. shall have to be borne and paid by the purchaser only.

43. Right of the terrace in front of Flat No.A-102, 103, B-101, 102, 103 which is above the shops shall be of the said flats holders. The purchaser and other members shall not raise any right in the said open terrace.

44. Terrace above Flat No.A-402 is allotted to the holder of Flat No.A-503, terrace above Flat No.A-401 is allotted to the holder of Flat No.A-504, terrace above Flat No.B-402 is allotted to the holder of Flat No.B-501, terrace above Flat No.B-403 is allotted to the holder of Flat No.B-504, terrace above Flat No.C-502 is allotted to the holder of Flat No.C-601, terrace above Flat No.C-503 is allotted to the holder of Flat No.C-604, terrace above Flat No.D-501 is allotted to the holder of Flat No.D-602, terrace above Flat No.D-504 is allotted to the holder of Flat No.D-603, terrace above Flat No.E-504 is allotted to the holder of Flat No.E-601, terrace above Flat No.E-503 is allotted to the holder of Flat No.E-602. The purchaser and the other members in the scheme shall not raise any objection against such allotment of the terrace to the said flat holders.

45. Details of payment of amount of consideration :

Amount Rs.	Cheque/DDDate No./RTGS	Bank
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Description of Property

An immovable property bearing Flat No._____, Block No.____, _____ Floor, admeasuring _____Sq.Mtrs. (Carpet area), _____ Sq.Mtrs. (Balcony), _____ Sq.Mtrs. (Wash area) in a scheme named and style as Arise Florus with _____ Sq.Mtrs. undivided share in land constructed on the land bearing Old Block No.187/3, New Block No.200 admeasuring 12039 Sq.Mtrs., Final Plot No.76 admeasuring 7223 Sq.mtrs., T.P.S No.57 (Jagatpur), Mouje Jagatpur, Taluka Ghatlodiya, District Ahmedabad and bounded as follows:

East :

West:

North:

South :

This sale deed is executed by vendor in favour of the purchaser and same shall be binding to all the parties hereto, their successors, assigns etc.

Ahmedabad

Date :

Party of the first part/
vendor

Party of the second part/
Purchaser

In presence of :

1. -----

2. -----

SALE DEED

Sale Deed for sale and transfer of an immovable property bearing Shop No. _____ on _____ Floor, admeasuring _____ Sq.Mtrs. in a scheme named and style as Arise Florus with _____ Sq.Mtrs. undivided share in land constructed on the land bearing Old Block No.187/3, New Block No.200, admeasuring 12039 Sq.Mtrs., Final Plot No.76 admeasuring 7223 Sq.mtrs., T.P.S No.57 (Jagatpur), Mouje Jagatpur, Taluka Ghatlodiya, District Ahmedabad for a consideration of Rs. _____/-

Party of the

First Part

-----:-

Vendor

M/s. Arise Infra a partnership firm
through its Vahivatkarta Partner
Kantibhai Ranchhodbhai Patel
Adult, Occupation : Business,
Hindu by religion,
PAN No. ABGFA 1068 D
Aadhar Card No

Hereinafter referred to as the party
of the first part and/or the vendor
which term shall mean and include
the party of the first part, its present
and future partners, their successors,
assigns etc.

Party of the

Second Part

-----:- Name, address, PAN No. and
Purchaser Aadhar card no. of the member

Hereinafter referred to as the party
of the second part and/or the
purchaser which term shall mean and
include the party of the second part,
his/her/their successors, assigns etc.

The party of the first part do hereby execute this sale deed as under :

1. The land of Survey No.187 was held by Somaji Dhanaji, Somaji Visaji and Aataji Hemtaji as ganotiya and Mutation Entry No.410 dtd.15-7-65 was made in revenue record to that effect and on making payment of purchase price and on obtaining certificate in Form No.9 Aataji Hemtaji became owner and occupier of the land of Survey No.187 paiki Acre 2-39 Guntha and Mutation Entry No.537 dtd.25-1-70 was made in revenue record.
2. Said land of Survey No.187 paiki admeasuring Acre 2-39 Guntha was given Survey No.187/3 and it has been given Block No.200. Said land was converted into old tenure land for agriculture purpose and Mutation Entry No.688 dtd.12-10-75 was made in revenue record.
3. Said Aataji Hemtaji sold and transferred the said land to Jivanbhai Ishwarbhai Patel under sale deed dtd.23-10-75 and Mutation Entry No.694 dtd.24-10-75 was made in revenue record.

4. Said land of Survey No.187/3, Block No.200 is covered in Jagatpur T.P. Scheme No.57, in which said land is given Final Plot No.76 admeasuring 7223 Sq.Mtrs. Said land was converted into old tenure land for non-agriculture purpose and Mutation Entry No.2734 dtd.3-5-17 was made in revenue record.

5. The Collector, Ahmedabad granted N.A. permission to the said land on dtd.29-6-17 as per Order No.ACB/TNC-4/NA/Tatkal/K-65/SR No.168/2016.

6. Jivabhai Ishwarbhai Patel sold and transferred the said land of Survey No.187/3, Block No.200, T.P.S. No.57, F.P. No.76 admeasuring 7223 Sq.Mtrs. to M/s. Arise Infra, the vendor herein as per sale deed dtd.31-7-17, Reg. No.11214. Name of the vendor herein is duly entered in revenue record as the owner and occupier of the said piece of land by Mutation Entry No.2761 dtd.3-8-17.

7. Ahmedabad Municipal Corporation sanctioned plan for construction of 102 flats in all five different block and 17 commercial shops and as per Case No.BHNTS/NWZ/270917/GDR/A9169/R0/M1, Case No.BHNTS/NWZ/270917/GDR/A9170/R0/M1, Case No.BHNTS/NWZ/270917/GDR/A9171/R0/M1, Case No.BHNTS/NWZ/270917/GDR/A9172/R0/M1 and Case No.BHNTS/NWZ/270917/GDR/A9173/R0/M1 all on dtd.8-12-17 and issued the construction permission.

8. The vendor has declared the scheme of residential flats and shops on the said piece of land in the name and style of 'Arise Florus'. Hereinafter referred to as the said scheme.

9. An immovable property bearing Shop No. _____ on _____ Floor, admeasuring _____ Sq.Mtrs. in a scheme named and style as Arise Florus with _____ Sq.Mtrs. undivided share in land constructed on the land bearing Old Block No.187/3, New Block No.200, admeasuring 12039 Sq.Mtrs., Final Plot No.76 admeasuring 7223 Sq.mtrs., T.P.S No.57 (Jagatpur), Mouje Jagatpur, Taluka Ghatlodiya, District Ahmedabad shall be hereinafter referred to as the said property and/or the flat.

10. The party of the second part has become member in the said scheme of Arise Florus and got the booking of the shop as mentioned above and as the amount of consideration as mentioned in this sale deed is paid by the purchaser to the vendor and therefore this sale deed is executed for sale and transfer of the said built-up property.

11. The purchaser has paid an amount of Rs. _____/- Rupees _____ only by different cheques/D.D./RTGS to the vendor and the vendor doth hereby acknowledge the receipt of the said amount. Details of cheques/D.D./RTGS are mentioned in the column of payment of amount of consideration in this sale deed.

12. The purchaser shall have to pay GST, maintenance deposit, maintenance charges, common area maintenance charges. The purchaser shall pay maintenance deposit as per the norms of the scheme.

13. The vendor has handed over the vacant and peaceful possession of the said shop to the purchaser as on today and purchaser has taken over the possession of the said shop at site.

14. The purchaser shall use the said shop for bonafide commercial use only.

15. The purchaser shall carry out lawful business in the said shop and if purchaser wishes to give said shop on rent than it should be given for lawful purposes only.

16. In case of giving shop on rent as mentioned above, the purchaer shall inform to the police and comply with other formalities required to be done under the law of land.

17. The vendor has sold the said shop to the purchaser as per this sale deed and therefore purchaser has become full and absolute owner thereof.

18. The purchaser shall have right to sell, mortgage, gift and/or otherwise alienate the said shop to any person in any manner. It is clarified that before effecting such transfer, the purchaser shall obtain prior permission of the vendor and maintenance body of the scheme and shall pay the transfer fee as applicable from time to time. Any sale or transfer without prior permission as mentioned above shall be invalid.

19. The vendor has sold the said shop to the purchaser and therefore the vendor shall not have any rights, titles, interest in the said shop in any manner.

20. The name of the building has been kept as 'Arise Florus', the purchaser and the other members of the scheme shall not be entitled to change the name of the said building.

21. The purchaser and the other members of the scheme shall not be entitled to make any addition, alteration in any portion of the building including the inner side of the shop and shall not change the elevation of the building in any manner.

22. The right of top floor terraces of all the buildings shall be of the vendor, the purchaser and other members of the scheme are not given any rights in such terraces. The vendor can use, enjoy and transfer the said terraces as per their wishes and desire.

23. The purchaser shall pay the maintenance deposit and shall continue to pay maintenance charges as may be decided from time to time. In case of non payment of maintenance charges, the water supply and other common amenities can be withdrawn by the vendor, developer, building maintenance society or body and other legal recourses can be taken by all or any of them.

24. The purchaser shall have to compulsory become member of the maintenance society and/or body corporate formed for the maintenance of the building and the purchaser shall abide by the rules and regulations thereof.

25. The taxes such as property tax, education cess, land revenue and other levies and cesses till the execution of this sale deed are paid by the vendor and all such taxes from hereinafter shall have to be paid by the purchaser.

26. Name of purchaser can only be entered in revenue record after obtaining B.U. permission of all flats and shops. The purchaser shall not be entitled to get his/her/their name entered in revenue record prior to such B.U. permission.

27. The expenses for this sale deed such as stamp duty, registration fees, advocate fees and other misc. charges are borne and paid by the purchaser. Any additional stamp duty payable in future shall have to be paid by the purchaser only.

28. The purchaser shall park his/her/their vehicle in the parking area in front of the shop jointly with other members of the scheme. Allotted parking can be used by the member to whom it is allotted. The purchaser shall not be entitled to park the vehicle in such allotted parking space of other members.

29. Right to keep indoor and outside advertisement board shall be of the vendor only with right to receive the income thereof.

30. The purchaser shall not make any change in the shop number sold to the purchaser as per this sale deed.

31. The construction of the shop has been carried out as per the specification of the scheme. The purchaser shall have not any right hereinafter to make any addition, alteration in the shop and/or the specification of the said shop in any manner.

32. The purchaser hereby agree and confirm that the purchaser got varified the specification, area, quality of construction, plans, location, legal papers and amenities available in the shop and purchaser is fully satisfied with the same and after due satisfaction thereof, the purchaser have got this sale deed executed.

33. The purchaser shall park the vehicle in the parking space only and shall not park the vehicle in open space, marginal land.

34. The common amenities to be used by the purchaser jointly with other members with harmony and co-operation of each other.

35. The purchaser shall not make any construction in the common space and shall not encroach therein and shall not cause any obstructions to any person in using the common space.

36. The purchaser shall not cause nuisance and/or annoyance to any person in any manner and shall not keep any article in the open space.

37. The purchaser shall not do any act which may affect the stability of building, walls, slabs etc. The purchaser shall not do the excavation work in the earth level / ground level and shall not cause any damage to the drainage line, electricity line, water supply line in any manner and if the purchaser does so, the liability thereof should be of the purchaser.

38. The purchaser shall not keep any inflammable item in the shop sold hereunder.

39. The purchaser agree and confirm that due to the Vis-major, Act of God i.e. earthquake, flood, heavy rain, fire or any other nature calamities, any damage that may be caused to the building or to the shop, the vendor shall not be responsible for the same.

40. The expenses for entering the name of the purchaser in the record of AMC, Torrent Power, GEB, Revenue record etc. shall have to be borne and paid by the purchaser only.

41. Right of the terrace in front of Flat No.A-102, 103, B-101, 102, 103 which is above the shops shall be of the said flats holders. The purchaser and other members shall not raise any right in the said open terrace.

42. Details of payment of amount of consideration :

Amount Rs.	Cheque/DDDate No./RTGS	Bank
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/-

Description of Property

An immovable property bearing Shop No._____ on _____ Floor, admeasuring _____Sq.Mtrs. in a scheme named and style as Arise Florus with _____ Sq.Mtrs. undivided share in land constructed on the land bearing Old Block No.187/3, New Block No.200, admeasuring 12039 Sq.Mtrs., Final Plot No.76 admeasuring 7223 Sq.mtrs., T.P.S No.57 (Jagatpur), Mouje Jagatpur, Taluka Ghatlodiya, District Ahmedabad and bounded as follows:

East :

West:

North:

South :

This sale deed is executed by vendor in favour of the purchaser and same shall be binding to all the parties hereto, their successors, assigns etc.

Ahmedabad

Date :

Party of the first part/
vendor

Party of the second part/
Purchaser

In presence of :

1. -----

2. -----